

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

RECORDATION NO. 25246-A  
DEC 06 '04 3:42 PM  
SURFACE TRANSPORTATION BOARD  
OF COUNSEL  
URBAN A. LESTER

December 3, 2004

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Commercial Security Agreement, dated as of November 1, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease which was previously filed with the Board under Recordation Number 25246.

The names and addresses of the parties to the enclosed document are:

Secured Party: Associated Bank Minnesota  
7760 France Avenue South  
Bloomington, Minnesota 55325-5833

Debtor: Midwest Railcar Corporation  
3 Professional Park Drive, Suite B  
Maryville, Illinois 62062

Mr. Vernon A. Williams  
December 3, 2004  
Page 2

is: A description of the railroad equipment covered by the enclosed document

21 covered hopper cars: PFMX 301 - PFMX 321.

A short summary of the document to appear in the index is:

Memorandum of Commercial Security Agreement.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 25246-A FILED  
DEC 06 '04 3:42 PM  
SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT**

**BETWEEN**

**ASSOCIATED BANK MINNESOTA  
("LENDER")**

**AND**

**MIDWEST RAILCAR CORPORATION  
("GRANTOR")**

**November 1, 2004**

Memorandum of Commercial Security Agreement made and entered into as of November 1, 2004, by and between Associated Bank Minnesota, an Illinois corporation ("Lender"), and Midwest Railcar Corporation, an Illinois corporation ("Grantor").

**W I T N E S S E T H:**

To secure all obligations of the Debtor under a certain Commercial Security Agreement dated as of November 1, 2004 (the "Security Agreement"), and that certain Promissory Note dated November 1, 2004 Grantor hereby assigns to Lender all of Grantor's rights, title and interest in, the railcars set forth and described on the Schedule of Railcars attached hereto (the railcars on the aforementioned Schedule of Railcars shall hereinafter be called the "Railcars"), as such Schedule of Railcars may be amended from time to time, and grants to Lender a first priority security interest in: (i) the Railcars; (ii) Grantor's interest in accessions, accessories, equipment, appurtenances and replacement and added parts appertaining or attached to any of the Railcars owned or hereinafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any of the Railcars, together with all the rents, issues, income, profits, proceeds and avails therefrom and the proceeds thereof; (iii) all proceeds and all present and future evidences of rights to payment, (including, without limitation, insurance and indemnity payments) due or to become due to Grantor on account of the lease, sale, loss or other disposition of the Railcars; (iv) that certain Schedule No. 1 dated effective October 8, 2004, which incorporates by reference that Master Railcar Lease Agreement dated effective October 8, 2004, by and between Grantor (as Lessor) and Perdue Farms, Incorporated (as Lessee), and any other Exhibits or Schedules thereto (together, the "Lease") and all bills of sales or other similar documents, agreements and instruments relating to the Railcars, and all other leases, chattel paper, agreements, accounts, bank or deposit accounts and instruments relating to the Railcars, whether now existing or hereafter arising (collectively, the "Documentary Security" or "Security Documentation"), together with all of Grantor's estate, right, title, interest, claims and demands in, to and under such documents, agreements and instruments including all extensions of any of the terms thereof, together with all rights, powers, privileges, options, and other benefits of Grantor including without limitation the right to receive notices, give consents, exercise any election or option, declare defaults and demand payments thereunder, and (v) all rent, damages and other moneys from time to time payable to or receivable by Grantor under the Documentary Security (the Railcars, Documentary Security, proceeds, rights, claims and causes of action described in items (i) through (v) above being herein sometimes collectively called the "Collateral"), to have and to hold all and every part of the Collateral unto Lender, and its successors and assigns, for its and their own use and benefit forever.

This Memorandum of Commercial Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but together only one Memorandum of Commercial Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

ASSOCIATED BANK MINNESOTA  
as Lender

By: Louis E Taylor

Title: Vice President

Date: 11-16-04

MIDWEST RAILCAR CORPORATION,  
as Grantor

By: Jim M. Long

Title: President & CEO

Date: 11-11-04

STATE OF MN )  
COUNTY OF HENNEPIN ) ss.

On this 11<sup>TH</sup> day of November 2004, before me personally appeared LOUIS F. FAHLER, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of Associated Bank Minnesota, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

  
NOTARY PUBLIC

My commission expires: 1-31-2005



STATE OF MN )  
COUNTY OF SHERBURNE ) ss.

On this 11 day of November 2004, before me personally appeared Richard M. Murphy III, to me personally known, who being by me duly sworn, says that he is the PRESIDENT & CEO of Midwest Railcar Corporation, an Illinois corporation that the foregoing instrument was signed on behalf of Midwest Railcar Corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

  
NOTARY PUBLIC

My commission expires: 1-31-06



### **SCHEDULE OF RAILCARS**

Twenty-One (21) railcars bearing the following Reporting Marks and Numbers:

PFMX 000301  
PFMX 000302  
PFMX 000303  
PFMX 000304  
PFMX 000305  
PFMX 000306  
PFMX 000307  
PFMX 000308  
PFMX 000309  
PFMX 000310  
PFMX 000311  
PFMX 000312  
PFMX 000313  
PFMX 000314  
PFMX 000315  
PFMX 000316  
PFMX 000317  
PFMX 000318  
PFMX 000019  
PFMX 000320  
PFMX 000321